3-25-80
39C/2196,

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

131-5
A101

STEPHEN E. DAVIS)
)
)
vs.) No. 97603
)
)
KATHERINE H. DAVIS)

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FINAL DECREE

This cause came on to be heard this thirteenth day of March, 1980 before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee upon the original complaint for absolute divorce filed by Stephen E. Davis and after testimony of the complainant the Court was of the opinion that the allegations in the original complaint had been fully sustained, that is that the parties have irreconcilable differences and the Court was further of the opinion that the property settlement agreement entered into by and between the parties should be approved and made a part of this final decree.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that complainant, Stephen E. Davis, be, and he is hereby, granted an absolute divorce.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties should be approved and made a part of this final decree, which property settlement agreement reads in words and figures as follows:

1. Wife shall receive all right, title and interest to the 1979 Pontiac automobile, and husband will pay the balance of the loan and hold wife harmless from any further payments on said automobile.

2. The parties have already divided all of their household furniture, furnishings and fixtures.

3. Wife will keep her life insurance policy on her life and will be entitled to all cash surrender value and have the right to name the beneficiary of her choice.

4. Husband will retain all right, title and interest to the house and lot or homeplace owned by the parties, will pay all indebtedness thereon and will hold wife harmless from any indebtedness, mortgages or loans on said home and husband will pay to wife $5,000.00 cash for her interest in said property.

5. Husband will retain all right, title and interest to the life insurance policies that he owns and has on his life as well as the cash surrender value and will have the right to name any beneficiary of his choice.

6. Husband will retain all right, title and interest to the Volvo automobile that he now owns and will pay all indebtedness thereon and hold wife harmless from any indebtedness on said automobile.

7. Husband will be responsible for seeing that the court costs are paid.

8. Both husband and wife shall be responsible for their own charge accounts and debts.

9. Wife shall retain as her sole and separate property all interest in her name of 100 shares of First AmTenn stock.

10. Husband shall retain as his sole and separate property all interest in his name of 100 shares of First AmTenn stock.

11. Each will pay their prorata share of taxes due for the year 1979.

12. This instrument contains the entire understanding between the parties and each will sign any document, paper, memo-

randum, deed, title or other written instrument in order to carry out the terms of this agreement.

/s/ TOM H. PROCTOR, JR. /s/ KATHERINE H. DAVIS

/s/ RENEE FULCHER /s/ STEPHEN E. DAVIS

It is further ORDERED, ADJUDGED and DECREED by the Court that the real property heretofore owned by the parties as tenants by the entirety and now vested in complainant to be his sole and separate property and to be vested in him individually is described in words and figures as follows:

> Being Unit No. A-101, Jefferson Square, Section One, a Condominium, as shown on the Plat of Jefferson Square, Section One, Condominium Apartments, as of record in Book 4675, page 12, Register's Office for said County, to which plat reference is made for a more complete description.
>
> Being the same property conveyed to Jack W. Davis by deed from Reese L. Smith, Jr., and Harry W. Rowland, Trustees, as of record in Book 4807, page 353, Register's Office for said County.
>
> Being the same property conveyed to Stephen E. Davis and wife, Katherine H. Davis, from Jack W. Davis and wife, Virginia Moore Davis, as of record in Book 5252, page 770, Register's Office for said County.

ENTER this 25th day of March, 1980.

Stephen Nave
JUDGE

APPROVED FOR ENTRY:

Jack C. Butler
JACK C. BUTLER
Attorney for Stephen E. Davis

Thomas H. Proctor, Jr.
THOMAS H. PROCTOR, JR.
Attorney for Katherine H. Davis

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CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the foregoing Final Decree has been forwarded to Thomas H. Proctor, Jr., Suite 1133 Stahlman Building, Nashville, TN 37201 this 17 day of March, 1980.

JACK A. BUTLER

RUSH

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IDENTIF. REFERENCE

APR 14 1 32 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

3-25-80 #97603 39C/2196

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Stephen E. Davis *Plaintiff, and* Katherine H. Davis *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 14 *day of* April *in the year one thousand nine hundred and* 80 *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *D. C.*

Form #GR 17